

AGREEMENT

BETWEEN

FOND DU LAC COUNTY

AND

FOND DU LAC COUNTY

HIGHWAY DEPARTMENT UNION

LOCAL 1366 B, AFL-CIO

2007-2008

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement	3
20	Bargaining Unit Business	14
21	Bulletin Board	14
17	Call-In Time	12
5	Discipline, Discharge and Suspension	4
25	Entire Agreement	16
	Exhibit A	18
2	Fair Share	3
8	Funeral Leave	9
6	Grievance Procedure	4
10	Holidays	6
19	Work Schedule	10
16	Insurance	11
9	Job Posting	5
8	Layoff	5
15	Leaves of Absence Without Pay	10
4	Management Rights Reserved	4
22	Miscellaneous	14
24	Negotiations Procedure	16
28	Non-Discrimination Clause	16
27	No Strike, No Lockout	16
18	Overtime Pay	13
23	Pay Policy	15
3	Probationary Period	3
1	Recognition and Unit of Representation	3
7	Seniority	5
26	Separability	16
12	Sick Leave	8
14	Termination	10
29	Termination Clause	17
11	Vacations	7
14	Work Schedule	14

AGREEMENT

WHEREAS, Fond du Lac Highway Department employees have elected Fond du Lac County Highway Department Employee's Union, Local 1366B, affiliated with the Wisconsin Council of County Municipal Employees, AFSCME, AFL-CIO as the exclusive collective bargaining representative of the employees of said Fond du Lac County Highway Department, and

WHEREAS, in order to maintain the existing harmonious relationship between the County of Fond du Lac, hereinafter referred to as the "Employer" and its highway employees represented by Fond du Lac County Highway Department Employees' Union, Local 1366B, AFSCME, AFL-CIO, hereinafter referred to as the "Union", to maintain a uniform scale of wages, hours and working conditions and to facilitate a peaceful adjustment of all grievances and disputes that may arise.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the above named parties enter into the following agreement which shall be binding on the parties for the term therein provided.

ARTICLE 1. RECOGNITION AND UNIT OF REPRESENTATION

1.01 The Employer recognizes the Union as the exclusive collective bargaining representative for the purpose of conferences and negotiations with the Employer, or its lawfully authorized representatives, on questions of wages, hours, and other conditions of employment for the unit of representation consisting of all regular full-time and regular part-time employees in the Fond du Lac County Highway Department, excluding the superintendents, assistant superintendents, seasonal employees, (with the exception of watchmen), office clerical employees and supervisors as certified by the Wisconsin Employment Relations Commission on September 6, 1966, following a representation election.

ARTICLE 2. FAIR SHARE

2.01 The Employer agrees it will deduct from the monthly earnings of all employees in the collective bargaining unit, an amount specified by the Union, such amount being the monthly dues certified by the Union as the current amount uniformly required of all members and pay said amount to the Treasurer of the Union on or before the end of the month following the month in which such deduction was made.

2.02 Changes in the amount of dues to be deducted shall be certified by the Union 45 days before the effective date of the change.

2.03 As to new employees, such deduction shall be made from the first paycheck following the probationary period.

2.04 The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union.

2.05 It is further agreed that the Union as the exclusive representative of all employees in the Bargaining Unit, will represent all such employees, Union and non-Union, fairly and equally and all employees in the Unit will be required to pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee shall be required to join the Union but membership in the Union shall be made available to all employees who apply consistent with the Union Constitution and By-Laws. No employee shall be denied Union membership because of race, creed, color or sex.

2.06 It is agreed that the County shall be saved harmless in case of any legal controversy regarding the "Fair Share Agreement".

ARTICLE 3. PROBATIONARY PERIOD

3.01 All new employees shall be employed on a six (6) month probationary period. A probationary employee may be disciplined or discharged for any reason without recourse to the grievance procedure.

3.02 After completion of the probationary period the employee shall be granted seniority rights from the date

of original hire into a bargaining unit position.

3.03 Probationary employees who desire hospital and surgical insurance coverage after ninety (90) days of employment shall be entitled to coverage in accordance with the contribution schedule in Section 16.01 of this agreement.

ARTICLE 4. MANAGEMENT RIGHTS RESERVED

4.01 Unless otherwise herein provided, the management of the work and the direction of the working forces, including the right to hire, promote, transfer, demote or suspend, or otherwise discharge for proper cause and the right to relieve employees from duty because of lack of work or other legitimate reason is vested exclusively in the Employer.

4.02 The County Board and its Highway Committee shall have the sole right to contract for any work it chooses and to direct its employees to perform such work wherever located subject only to the restrictions imposed by this agreement and the Wisconsin Statutes.

4.03 In keeping with the above, the Employer may adopt reasonable rules and amend the same from time to time and the Employer and the Union will cooperate in the enforcement thereof. Intoxicating liquors, including beer and wine, shall not be consumed by any Highway Department employee during working hours either on or off county premises. To the end that there may be no misunderstanding with regard to the above, all employees are directed to refrain from entering upon any premises wherein intoxicating liquors are sold during working hours, except in extreme emergency situations.

ARTICLE 5. DISCIPLINE, DISCHARGE AND SUSPENSION

5.01 No regular employee shall be disciplined or discharged except for just cause. Written notice of the suspension, discipline or discharge and the reason or reasons for the action shall be given to the employee with a copy to the Union within twenty-four (24) hours if reasonably possible. Any grievance that may result from such action shall be considered waived unless presented in writing within seven (7) calendar days of the receipt of the notice by the employee. The grievance may be started at Step 2 or Step 3.

5.02 An employee may be subject to discipline including discharge for excessive unapproved leaves of absence. Unapproved leaves of absence shall be defined as any unpaid leave of absence from scheduled employment for which the employee has not received prior approval from the employer in accordance with Article XV. Included in the definition of unapproved leaves of absences are any unpaid leaves which would have qualified for paid sick leave had the employee had accrued sick leave at the time of the absence. This policy shall be administered in a fair and consistent manner.

ARTICLE 6. GRIEVANCE PROCEDURE

6.01 Grievance: Any matter involving the interpretation, application, or enforcement of the terms of this Agreement, or a claim by an employee, employees or Union, that an employee has been discriminated against or treated unfairly or arbitrarily by the Employer by any action taken in the exercise of its rights or powers, may become a grievance. Grievances must be presented in Step 1 within ten (10) working days of (1) the occurrence of the event causing the grievance; or (2) within ten (10) working days of the time that an employee reasonably should have known of the events causing the grievance; or else the same shall be barred as a grievance.

- Step 1. If an employee has a grievance, he/she shall first present the grievance orally to his/her immediate supervisor or the Highway Commissioner, either alone or accompanied by the Union Officer or Official.
- Step 2. If the grievance is not settled at the first step within ten (10) working days, it shall be reduced to writing and presented to the Highway Commissioner. If not resolved within ten (10) working days, the Highway Commissioner shall furnish the employee a reply in writing.
- Step 3. If a grievance is not settled at the second step, and within fourteen (14) calendar days after the employee receives the reply in writing from the Highway Commissioner, the grievance shall be presented to the Grievance Hearing Committee (GHC) and notice of such appeal shall be given

to the Highway Commissioner. The GHC shall be comprised of the County Human Resources Director, the Director of Administration and an "at large" member selected by the HR Director from a rotating list of five (5) department heads. The participating "at large" member selected shall not be affiliated with the grievant's department of employment. The GHC shall meet with the grievant at a time when the grievant is not scheduled to work or when scheduling arrangements can be made allowing the grievant to attend the hearing. If the grievance is not resolved within fifteen (15) days, either party may submit the matter to Step 4 within five (5) calendar days following the expiration of the fifteen (15) days aforesaid or the matter will be deemed waived and finally settled. Wherein the grievance pertains to a disciplinary suspension or termination of an employee, the Finance, Taxation and Personnel Committee shall entertain the grievance pursuant to the aforementioned time frames and deadlines.

- Step 4. Any grievance not settled in Step 3 above and timely noticed for appeal to Step 4 in writing served on the opposite party to include the Highway Commissioner by the party appealing, shall be subject to arbitration. The parties shall request the Wisconsin Employment Relations Commission to appoint a commissioner or member of the staff to serve as the Arbitrator and the Arbitrator shall make a decision on the grievance, which shall be final and binding on both parties.

TIME LIMITS: The limits set forth above may be extended by mutual agreement in writing.

ARTICLE 7. SENIORITY

- 7.01 The Employer agrees to the seniority principal.

7.02 After completion of their probationary period an employee's seniority date shall be their original date of hire as a regular full-time or regular part-time employee within the bargaining unit with the Employer and shall not be considered terminated except upon (1) discharge for cause; (2) voluntary quit; (3) failure to return upon the expiration of a leave of absence; (4) layoff for a period exceeding two (2) years; or (5) failure within seven days after sending of notice, to respond to recall from layoff after written notice by certified mail is sent to the employee at the last address appearing on the Employer's records.

7.03 A seniority list shall be prepared and posted by the Employer. Such list shall be prepared in order of seniority and will show the names and dates of employment of all persons in the bargaining unit. A copy of such list shall be mailed to the Union and such list shall be reviewed at twelve (12) month intervals.

ARTICLE 8. LAYOFF

8.01 In laying off employees because of a reduction in forces, the employees with the least seniority within a job classification shall be laid off first, provided that those remaining are qualified to carry on the Employer's usual operation. In reemploying, no part time employees shall be hired before all full time employees have been recalled in reverse order of lay off provided they are qualified to perform the available work.

8.02 In the event of a reduction in the work force the County agrees to notify the Union thereof as soon as reasonably possible after reaching such determination. If the Union wishes to discuss the impact of such reduction on bargaining unit employees, it shall request a meeting in writing to the Highway Commissioner or designated representative. A meeting will be held as soon as practical between the parties.

8.03 An employee(s) who is unable to retain his/her present job classification due to a reduction in force may apply his/her total county seniority to bump the least senior employee, if any, within a job classification which the employee is qualified to perform.

8.04 The employer shall provide a severance package to employees whose positions are eliminated or under threat of elimination due to budgetary reasons or operational efficiency. The severance will be equal to one month of the employee's elected employer sponsored health insurance plan for every 18 days of accrued sick leave. The employer agrees to pay its portion of the health insurance plan. Employees that elect to retire in lieu of layoff will be offered one month of the employer sponsored health insurance plan for every 6 days of accrued sick leave up to a maximum of 12 months. If the employee does not currently participate in the employer sponsored health insurance,

they will be compensated by a cash pay-out equal to 50% of the employer's current cost of a single health plan. This option is also subject to a 12 month maximum for employees that elect to retire. If the employee elects the severance package and is later recalled from layoff their sick leave balance will not be reinstated as the employer will have considered the employee fully compensated for their accrued sick leave.

ARTICLE 9. JOB POSTING

9.01 Whenever any vacancy occurs due to retirement, quit, a new position or for whatever reason, the job vacancy shall be posted. The job posting shall be posted on all bulletin boards for a minimum of seven (7) days. The job requirements, qualifications and wage rate shall be a part of the posting and sufficient space provided for interested parties to sign said posting. Upon completion of the posting, the Employer shall furnish the results of that posting to a Union officer.

9.02 The Employer shall determine the qualifications of the applicants and in the event that qualifications as determined by the Employer are relatively equal, the applicant with the greater seniority shall be selected to fill the vacancy. Should an employee desire to return to his/her former position within thirty (30) actual work days thereof, he/she shall be reassigned to his/her former position without loss of seniority. Other employees affected by a decision of an employee to return to his/her former position shall likewise be returned to their former positions without loss of seniority. In this event, the applicant next in line of seniority shall be given preference pursuant to the above procedure until the original vacancy is filled.

9.03 Qualifications Disputes: If there is any difference of opinion as to the qualifications of an employee, the Union Committee and/or Union Representative may take the matter up for adjustment through the Grievance Procedure.

9.04 If no regular employee makes application for this job by signing the posting, it shall be given to the temporary employee applying (signing) who has the most seniority, subject to the right of the Employer to determine whether the employee applying for said position has the proper qualifications to perform the job. If there are no applicants on a posted job and the Employer does not fill such job, the job shall be reposted within three months of the original posting, in the event the employer intends filling such position. However, the employer shall notify the Union if it does not intend to fill the position.

9.05 If an applicant signs a posting he/she shall be given notice of the status of such posting within 30 days after the posting is taken down from the Bulletin Board.

9.06 Employees hired in the classification of "automotive service technician;" "mechanic;" "sign installer/painter I - III;" and "welder" shall not be eligible to sign a job posting in a different classification without the mutual consent of the employer and the union for a period of four (4) years.

ARTICLE 10. HOLIDAYS

10.01 a) Full-Time Employees: For each of the following full holidays during the term of this Agreement, each regular full-time employee shall receive eight (8) hours of holiday pay computed at their regular hourly rate.

2007

January 1
April 6
May 28
July 4
September 3
November 22
November 23
December 25

2008

January 1
March 21
May 26
July 4
September 1
November 27
November 28
December 25

New Year's Day
Friday Preceding Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

b) Floating Holidays: In addition to the above listed holidays, all regular full-time employees who have completed their probationary period with the Employer shall be granted three (3) floating holidays. Approval from the Highway Commissioner or designated representative must be obtained prior to the taking of such holiday.

c) If a holiday, for which an employee receives time off with pay falls on a Saturday, the Friday preceding shall be celebrated as the holiday and if it falls on a Sunday, the Monday following shall be celebrated as such holiday.

10.02 Eligibility: In order to be eligible for holiday pay, employees must have worked their scheduled work day immediately preceding and following the holiday unless their absence is excused by the Commissioner or is due to illness as established by a medical certificate satisfactory to the Employer.

10.03 In the event that a holiday falls on a regular work day within the period taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave if the time off with pay option is taken.

10.04 Probationary employees shall be entitled to holiday pay as provided above, provided, however, that they have been employed for at least thirty (30) days.

10.05 Employees on lay off or unpaid leave of absence shall not receive pay for holidays falling in such periods.

ARTICLE 11. VACATIONS

11.01 Definitions:

- a) Day of Vacation: Midnight to midnight.
- b) Week of Vacation: Midnight Sunday to midnight on following Friday. (Calendar Week)
- c) Week of Vacation: Midnight of day preceding the first day of vacation (overlapping) to midnight of last day of vacation.

11.02 Vacation accrual shall be determined on the basis of length of continuous service of each employee as of January 1st of each year for the preceding year and such vacation must be taken in the calendar year following the year in which it is earned.

11.03 Initial Year of Service: For a regular full time employee with less than a full year of service as of January 1, the employee shall receive five/sixths (5/6) of a day's vacation for each month or major fraction of a month of continuous service in the prior year. Where fractional vacation days occur, they shall be rounded off to the nearest full day for purposes of computing pay and time off.

11.04 Subsequent Years of Service: Each regular full-time employee shall receive vacation time off and vacation pay based on an employee's anniversary date established as follows:

- a) An employee whose anniversary date of hire falls between January 1 and June 30, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of said year.
- b) An employee whose anniversary date of hire falls between July 1 and December 31, inclusive, shall have his/her anniversary date for vacation purposes established as of January 1 of the following year.

11.05 Vacation Schedule: Each regular full-time employee shall receive vacation time off and vacation pay according to the following schedule:

<u>Time Off With Pay</u>	<u>Number Of Years Of Continuous Service</u>
Two (2) Weeks (80 Hours)	1
Three (3) Weeks (120 Hours)	6
Four (4) Weeks (160 Hours)	13
Five (5) Weeks (200 Hours)	20

11.06 Regular part time employees shall receive vacation time off and pay on a pro rata basis.

11.07 An employee shall not be eligible to receive a vacation until his/her probationary period has been completed. Upon completion of an employee's probationary period the employee shall be eligible to receive vacation for those months of service prior to January 1 of the year in which the probationary period was completed.

11.08 An employee is not entitled to any vacation pay if his/her employment is terminated prior to the completion of six (6) full calendar months of continuous service.

11.09 Preference as to time of vacations will be given in accordance with seniority wherever practical and provided it does not adversely affect the operation of the Employer.

11.10 Vacation Notice

- a) Vacations After October 1st Excluding One (1) Day At a Time Vacations. Each year the employer shall make available a vacation schedule to all employees and shall keep the schedule current. Each eligible employee will be requested to specify the vacation period he/she desires prior to September 15th. The Employer shall post the list of vacations as granted to the employees by September 22nd. An employee who fails to sign the vacation posting by September 15 shall lose the right to bump a less senior employee who has been granted a specified vacation period by virtue of signing the vacation posting prior to September 15th.
- b) All Other Vacations. All other vacation requests must be filed with the Commissioner one (1) month prior to the date of the requested vacation.

11.11 One Day Vacations - Employees shall be permitted to take one (1) week of their vacation in increments of one (1) day at a time upon three (3) days prior notice to the Employer. Employees who are eligible for four (4) weeks of vacation shall be permitted to take two (2) weeks of their vacation in increments of one (1) day at a time upon (3) days prior notice to the Employer. In cases of emergency and/or non-construction periods, the Commissioner may waive such three (3) day prior notice requirement. After approval or disapproval by the Commissioner, a copy of the vacation request will be given to the employee. One day vacations taken between January 1 and April 30 will not count against the above limits, however, any partial week of vacation remaining after April 30 will be counted as a full week against the limitation of the weeks(s) of one day vacations.

ARTICLE 12. SICK LEAVE

12.01 Eligibility for sick leave allowance shall begin after the completion of probationary period.

12.02 One Hundred Two Day Base Account: Regular full time employees shall accumulate sick leave with pay at the rate of one (1) working day for each month of service accumulative up to one hundred two (102) working days, except new employees may not use sick leave during their probationary period.

12.03 Absences: Sick leave credits in any given year shall not be earned for any period of absence without pay or times otherwise not worked or paid for, except that for administrative purposes any approved absence or absences totaling thirty (30) calendar days or less in a calendar year may be disregarded.

12.04 Accrual Required Before Use: Sick leave shall not be used until it has been accrued.

12.05 Regular Part-time Employees: Regular part-time employees shall accumulate sick leave with pay on a pro rata basis.

12.06 Eligibility for Sick Leave: An employee shall be eligible for sick leave for any period of absence from employment which is due to illness, bodily injury, pregnancy and post natal care, exposure to contagious disease and attendance upon members of the immediate family defined as husband, wife and dependent children. The employee must attempt to make other arrangements within a reasonable time for the attendance upon members of the immediate family.

12.07 The Employer shall require a medical certificate to justify the granting of sick leave of three (3) days duration. The Employer may also require any employee claiming sick leave to submit to an examination by a doctor designated by the employer at the employer's expense.

12.08 Effect of Termination of Employment: Previously accumulated sick leave shall not be terminated by absence on approved leave. Termination of the employment for any reason shall cancel all unused accumulated sick leave allowance except employees who retire under Wisconsin Retirement Fund, retire due to disability, or die shall be placed in a Retirement Health Plan Account on behalf of the employee or his/her estate 50 per cent of all accumulated sick leave effective upon ruling under Interest Arbitration. Whenever a permanent employee is laid off due to lack of work or funds, any unused accumulated sick leave allowance shall continue in effect if he/she is rehired by a county department within two years.

12.09 Sick Leave While on Vacation: An employee who becomes sick during the time of vacation may receive sick leave pay instead of vacation pay and time charged as vacation, if such employee:

- a) Notifies the Employer on or before one (1) hour prior to such day(s) claimed as sick days of the vacation that he/she is sick and intends to so claim sick payment.
- b) Furnishes a doctor's certificate for such claimed sick days.

12.10 End of Year: At the end of each calendar year the County shall pay each employee who has accumulated unused sick leave credits in excess of 102 days, 50 percent of such excess over 102 days of maximum accumulation or at the employee's option, the equivalent number of days off with pay (i.e. 6 days in excess of 102 days equals 3 days with pay). Such days off with pay must be taken by May 1 or they will be lost. An employee desiring the time off with pay option must notify the Employer in writing no later than January 7 or the Employer will pay the employee. The time off with pay is also subject to the approval of the Highway Commissioner and the operational needs of the department and be counted against the total number off per day.

12.11 Sick Leave on Holidays: In the event that a holiday falls on a regular work day within the week or weeks taken as vacation or sick leave, such holiday shall not be charged as vacation or sick leave.

12.12 Notice Required if Unable to Work: An employee unable to report to work due to illness or injury is required to give at least one (1) hour notice prior to the start of his/her work shift unless circumstances prevent him/her from doing so.

12.13 The County of Fond du Lac will provide for conversion of the payment for accumulated sick leave listed in Section 12.08 to a credit which will be used to pay for Fond du Lac County Group Hospital and Surgical Insurance premiums for any employee and any eligible dependents after his/her retirement. When said fund is depleted, the employee may continue in the program, provided he/she pays the amount of the premium.

12.14 Sick pay shall be made on the basis of eight (8) hours at the employee's permanent hourly classified rate for each full sick leave day. Each year an employee shall be allowed to use eight (8) hours of sick leave in not less than two (2) hour increments at the start or end of the day if it will not interfere with departmental operations, i.e. blacktopping, seal coating, etc.

12.15 Sick leave may be granted in one-half (1/2) day(s) for any absence which does not exceed four (4) hours and is taken in accordance with provisions of this Article.

ARTICLE 13. FUNERAL LEAVE

13.01 Employees are hereby granted up to three (3) working days leave of absence with pay in the event of the death of a member of their immediate family to arrange and/or attend the funeral services. Immediate family is defined as an employee's spouse, child, stepchild, grandchild, parent, stepparent, brother, sister, daughter-in-law, son-in-law or spouse's parent (including parent of a deceased spouse). Employees are hereby granted one (1) working day leave of absence with pay in the event of the death of other immediate relatives. Other immediate relatives are defined as an employee's grandparent, brother-in-law or sister-in-law as well as spouse's brother or sister in law.

13.02 Funeral leave pay shall be granted at the employee's regular straight time rate depending on the current normal work day but not to exceed eight (8) hours for a full day and shall be limited to the scheduled time lost within

the period beginning with the day of death and ending with the day after the funeral. Employees must attend the funeral or the visitation at the Funeral Home to be eligible for any benefits under this Article.

13.03 Authorized unpaid leave of absence may be granted by mutual agreement with the Employer and employees for the purpose of attending to post funeral arrangements.

13.04 If an employee in the bargaining unit on a regular scheduled work day is an active pallbearer at the funeral of a former Fond du Lac County Highway Department employee, then, in that event, one (1) day leave with pay shall be granted for such purpose.

13.05 Any employee desiring to be absent to serve as a pallbearer at a funeral not covered by any of the aforementioned paragraphs must request such unpaid leave from the Commissioner.

13.06 In the event that an eligible funeral leave or absence with pay falls on a regular work day within the week or weeks taken as vacation, such funeral leave shall not be charged as vacation.

ARTICLE 14. TERMINATION

14.01 Any employee leaving the Department except for legitimate reason such as sickness, vacation or granted personal leave, shall be considered a terminated employee. Any unexplained absences from work for more than three (3) days shall be construed as voluntary termination from employment. It is, however, understood that on any work day any employee unable to perform his/her duties shall advise his foreman or patrol superintendent or shop superintendent prior to the commencement of said work day if possible.

ARTICLE 15. LEAVES OF ABSENCE WITHOUT PAY

15.01 Military Leave - The Employer and the Union shall comply with the requirements of Federal Law with respect to the reinstatement and seniority of employees entering or returning from service in the Armed Forces of the United States.

15.02 Extended Medical Leave - An employee who exhausts his/her sick leave account and if applicable, FMLA Leave Entitlement and is unable to return to work due to illness or injury shall be granted a leave of absence of sufficient duration to recover from the illness or injury but not to exceed two (2) years but in no event to exceed the employee's length of service. Additionally such leave shall be conditional on the employee's usage of all available accrued paid leave benefits. An employee forced to take a vacation to extend a medical leave of absence will be granted an unpaid leave of absence to cover scheduled absences that would have been covered by vacation in accordance with the employee's vacation rights and restrictions. The employee may be required to furnish periodic medical reports from a physician to justify the need for medical leave. The full cost of applicable group health and/or life insurance premiums, which come due during such leave, is the responsibility of the employee. An employee returning from an extended medical leave shall be required to furnish a physician's statement that the employee is fully able to assume all of the responsibilities of his/her position.

15.03 Other Leaves - Any employee who wishes to absent himself/herself from his/her employment for any reason other than sick leave, funeral or any other reason specifically provided for in this agreement and who has utilized all applicable available paid leave credits must make written application for a leave of absence from the Employer. Whenever possible, all requests for leaves shall be made in writing to the Commissioner at least fifteen (15) days previous to the start thereof. The Employer shall determine whether or not justifiable reason exists for granting a leave of absence. Such request in writing shall also indicate whether the employee will pay any insurance coverage premium for which he/she is responsible during the requested period of such leave of absence, to-wit: the employee's share and the Employer's share of premiums on said insurance coverages, or whether the employee will execute a waiver and discontinue said insurance coverages. If the employee desires to continue said insurance coverage or coverages, he/she must pay the aforementioned premium (employee's share and Employer's share) in advance to the Employer prior to commencement of such leave of absence without pay.

15.04 Family and Medical Leave Acts (FMLA) - Leaves requested and granted pursuant to the State and /or Federal Family and Medical Leave Acts (FMLA) are without pay except in those instances where provisions of the laws allow employee substitution of paid leave (i.e. sick leave, vacation, compensatory time, holidays etc.) credits. In such instances, the State and Federal FMLA leaves run concurrent and the FMLA leave entitlement limits are not extended. Wherein the employee is in a portion of FMLA leave that does not provide for employee option for

substitution of paid leave, the employer will assign paid leave. In such instances sick leave pay shall not be assigned unless a medical condition which qualifies for sick leave use exists.

15.05 **Outside Employment While On Leave** – An employee who is on sick leave or extended medical leave and who is found to be actively employed by another employer while on such leave shall be deemed to have resigned his/her position with Fond du Lac County unless such other employment clearly does not conflict with the reason for the sick leave or extended medical leave. No leaves of absence shall be granted for the purpose of seeking or trying other employment.

ARTICLE 16. INSURANCE

16.01 Hospital and Surgical Insurance

Regular full-time employees shall be covered by a Group Hospital, Surgical and Medical Insurance Plan, the benefits and coverages shall be established by the parties to this agreement.

Effective June 1, 2005 the current basic plan which includes coverage for routine care and oral contraceptives includes an annual \$250 deductible per individual, \$500 deductible per family (in network) with additional coinsurance (90-10) based on the next \$2500 (single)/\$5000 (family) of covered services; an annual \$375 deductible per individual, \$750 per family (out-of-network) with additional coinsurance (60-40) based on the next \$1500(single)/\$3000(family) of covered services. A \$50.00 co-pay for emergency room visit is applicable but is waived if an admission occurs. **SEE CHART BELOW**

	Single		Family	
	In-Network	Out of Network	In-Network	Out-of-Network
Deductible	\$250	\$375	\$500	\$750
Co-Insurance	90-10 of \$2500	60-40 of \$1500	90-10 of \$5000	60-40 of \$3000
Co-Insurance MAX \$	\$250	\$600	\$500	\$1200
Out-Of-Pocket MAX \$	\$500	\$975	\$1000	\$1950

Said plan includes a prescription drug card which requires a \$10.00 co-pay for each generic prescription medication, a \$25.00 co-pay for each name brand prescription medication in the formulary and a \$35.00 co-pay for each name brand prescription medication not in the formulary. Prescription medication co-pays have an out-of-pocket cap of \$300 for the Single Plan and \$600 for the Family Plan and do not count toward deductible or co-payments required under the health insurance plan.

The Employer reserves the right to determine the insurance carrier provided that the level of benefits, coverage and administration procedures are equivalent to or better than that presently in effect. However, the Union does not waive its right to bargain for changes in benefits in the future.

The Employer will pay as its share of the total monthly premium cost up to 90% per month of the single plan and up to 90 % per month of the family plan for all regular full-time employees electing coverage and enrolled under the single and family plans. Effective January 1, 2008, the Employer will pay as its share of the total monthly premium cost up to eighty seven percent (87%) of both the single and family plan. Contributions will be reduced to 12% if employee completes a Health Risk Assessment by November of the preceding year. HRA's will be completed at no cost to the employee in 2007 and 2008.

Under the carrier in effect January 1, 2007, the contributions are as follows:

	<u>PLAN</u>	<u>COST OF COVERAGE</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>EMPLOYEE CONTRIBUTION</u>
Regular	Single	\$ 470.50	\$ 423.45	\$ 47.05
Full-Time	Family	\$1223.25	\$1100.92	\$ 122.23

The Employer agrees to make a contribution of \$3.00/pay period (\$78.00/year) for employees with single health insurance coverage and a contribution of \$6.00/pay period (\$156.00/year) for employees with family insurance coverage.

Prescription Drug Mail Order Benefit – Eliminate 90-day supply at retail (30 day limit).

Co-pay structure - \$20 Generic for 90 order
 \$50 Brand Name for 90 day order
 \$70 Non-Formulary Brand for 90 day order

Savings to employee by paying for reduce co-pay by 1 month.

Specialty Pharmacy – Move high cost drugs from medical plan to drug card by care management process

Virtual Clinic – Any Fond du Lac County (plus eligible family members) may use the Virtual Clinic in North Fond du Lac with **no co-pay or deductible applied**. Visits are of no cost to the employee (tests and lab work do go toward co-pay and/or deductible). The Virtual Clinic will also assist employees with disease management.

Note – Virtual Clinic will sunset at the end of this contract as these rates end in December 2008.

16.02 Group Life Insurance: Group Life Insurance shall be available for all employees under the group life insurance program for employees of Wisconsin Municipalities pursuant to the rules and regulations thereto; and the Employer agrees to pay up to a maximum of \$9.00 per month toward the premium for each Employee as well as the minimum contribution required of it as an Employer under said plan.

16.03 Wisconsin Retirement Fund: For each employee who must be a participant of the Wisconsin Retirement Plan and subject to the rules and regulations thereof, the County shall pay up to, but not to exceed \$2,665 per year for each participating employee's share of his/her contribution to said plan. Effective January 1, 2008 the County shall pay up to but not to exceed \$2,745 per year of each participating employee's share of his/her contribution to said plan.

16.04 Worker's Compensation:

- a) An employee eligible for payment of Worker's Compensation benefits shall not be eligible also for payments of sick leave credits.
- b) Employees absent under Worker's Compensation will be required to furnish a physician's certificate before returning to duty if they are absent three (3) or more days. Employees who are absent for an extended period will be required to furnish a physician's certificate every fourteen (14) days in addition to above. Required examinations by a physician will be paid by the employer. Employees being released to return to work by their physician under "light duty" restrictions shall have a work specific examination with all restrictions outlined as they pertain to the employee's duties prior to returning.
- c) Under present law, Worker's Compensation is not paid for the first three (3) days of industrial illness or injury unless the person is off for over seven (7) days at which time the first three (3) days are then paid. In instances where the first three (3) days are not paid the employer will pay the employee for the three (3) days upon verification that the employee was absent due to industrial illness or injury.
- d) The Employer may require any employee who wishes to file a worker's compensation claim to be initially examined by a physician designated by the Employer.
- e) An employee who suffers a lost time injury through no fault of his/her own, may appeal any resulting loss in take home pay to the Finance, Taxation and Personnel Committee through a Worker's Compensation Review Committee composed of two union and two management representatives.
- f) An employee who is absent for an extended period is responsible for the payment of employee share of applicable health and group life insurance premiums. The employee shall continue to accrue benefits including seniority and normal Wisconsin Retirement credits.

16.05 Differential Pay - Jury Duty & Witness: Any employee serving on a jury or losing work as a result of being called as a witness where his/her being called as a witness is related to and grows out of his/her job with the employer, the employer will pay such employee his/her regular normal pay provided the employee pays the County such compensation received for jury duty or witness fee for those days such employee would otherwise have worked and on which he/she is absent due to jury duty or having been called as a witness.

ARTICLE 17. CALL-IN TIME

17.01 Employees called to work in an emergency outside of their scheduled shift shall be entitled to at least three (3) hours pay regardless of the length of time less than three (3) hours which he/she may have worked. Any employee so called in may be required to work the full three (3) hours. Employees normally assigned to a particular section shall be given first consideration for overtime in that section except overtime for snow and ice control or pavement maintenance operations, wherever practicable.

a) Mechanic /Welder (s) It is understood that when a "mechanic/welder" is called in to perform welding duties, he/she may, for the purpose of expedience and during the initial three (3) hours of the "call-in" work period, perform some duties that would typically be performed by a "mechanic". Performance of mechanic work beyond this period or as may be otherwise required, shall be subject to the call-in of a mechanic.

17.02 Whenever additional help is required outside of a particular classification the employees are called in for overtime, straight seniority (no rotation) will be used except for location considerations.

17.03 Snow and Ice Control

- a) An employee called in to work for three (3) hours or less may be assigned to work in more than the particular section to which the employee is normally assigned.
- b) Motor grader operators and patrolmen shall be assigned to duties as in the past.
- c) Employees normally assigned to outlying garages and wing trucks shall be assigned to duties as in the past.
- d) Building custodian, painters, automotive service technician, mechanics, and welders shall continue in their present duties under normal circumstances. The Employer may utilize these employees by seniority for snow and ice control operations when weather and staffing conditions warrant it.
- e) The remaining employees normally assigned to duties from the central Fond du Lac garage shall be handled as follows:

Tandem Drivers

Employees who are normally assigned to tandems shall have necessary overtime assigned by straight seniority (no rotation).

- f) If an employee shall have worked eight (8) hours in any day by mutual agreement of Management and the employee, the employee may go home for the remainder of the work day without regard to the above scheduled hours. The employee in this instance would receive time and one half (1½) his/her straight hourly rate for all hours worked outside the employee's regularly scheduled work day. If possible, the employee shall notify management at least one (1) hour prior to the time the employee desires to go home.

17.04 Stand-By Emergency Crew(s) shall be selected by straight seniority with area considerations provided that the personnel are qualified to operate the needed equipment. All job Classifications are eligible for this emergency crew(s) consideration.

17.05 Employees are expected to make themselves available for call-in to work in emergencies. Employees who establish a pattern of unavailability during emergencies may be subject to disciplinary action.

ARTICLE 18. OVERTIME PAY

18.01 All employees shall receive one and one-half (1-1/2) times their straight time hourly rate for all hours worked in excess of the regularly scheduled workday and in excess of forty (40) hours in a work week. An exception to the above procedure is an employee who reports late for work and subsequently works beyond the regularly scheduled work day. In this instance, the employee will continue to receive straight time for those hours worked

beyond the regular work day until the employee has "made up" the time missed due to reporting late. Such paragraph shall be interpreted to prevent pyramiding of overtime hours.

- 18.02 All paid authorized leaves of absence (such as sick leave, vacation, holidays, and funeral leave) shall be counted as time worked for purposes of computing overtime.

ARTICLE 19. WORK SCHEDULE

- 19.01 The normal basic work week shall consist of forty (40) hours per week.

19.02 The normal basic work day shall be eight (8) hours per day, commencing at 6:45 A.M. to 12:00 Noon and 12:30 P.M. to 3:15 P.M.

19.03 In mid-morning, the employees shall be allowed a fifteen (15) minute break. The Union agrees that such breaks may be staggered when required to maintain a continuous operation.

19.04 The Employer shall implement a summer work schedule consisting of four 10 hours days. This schedule will become effective in the spring and run until the fall (specific dates to be determined jointly). The normal hours of work will be 6 a.m. to 4 p.m. during this period. The parties agree to meet annually in January to discuss the implementation of the scheduled dates with specific effective dates determined by the end of February.

ARTICLE 20. BARGAINING UNIT BUSINESS

20.01 The Union agrees to conduct its business off the job as much as possible. This Article shall not operate as to prevent a steward from the proper conduct of any grievance in accordance with the procedures outlined in this agreement nor to prevent certain routine business such as the posting of Union notices and bulletins. When Union business is conducted during working hours, employees shall first obtain permission from their immediate supervisor.

20.02 Business agents or representatives of the Union having business with individual officers or individual members of the Union may confer with such officers or individual members during working hours for a reasonable time, provided that permission is first obtained from the Commissioner or designated representative and provided such conference be held at the direction of the Employer in a location on the premises which will not interfere with the operation of the department.

ARTICLE 21. BULLETIN BOARD

21.01 The Union is hereby granted permission to post notices, announcements and other legitimate material on Union Bulletin Boards located on the premises, subject to notification to the Commissioner or designated representative. Such material must be signed by an officer of the Union. Any other material for posting must be approved by the Commissioner or designated representative.

ARTICLE 22. MISCELLANEOUS

22.01 The past practice of the County shall continue with regard to the assignments and performance of production work by patrol superintendents.

22.02 The Employer agrees to provide coveralls, bib overalls, or a lab coat, as well as shirts and pants as seasonally needed through a uniform supply service at no cost to the employee for all employees working as welders, automotive service technician, mechanics, painters, paver driver/operators, tire man, janitors and back shop employees. Employees eligible for coveralls will receive five (5) pairs of coveralls with the exception of back shop employees, who will receive two (2) pair. Welders will be furnished flame retardant coveralls. The Employer agrees to continue its past practice of furnishing disposable coveralls to certain employees involved in the crack filling operations.

22.03 The Employer agrees to allow a \$250.00 maximum annual tool allowance for new tools to those employees classified as mechanics, automotive service technicians, sign installer/painter III or welders. Payment for tools shall be made upon presentation and approval of a statement to the Highway Commissioner and Highway Committee. The Employer's past practice of replacing tools broken on the job will be continued. The broken tool

must be turned over to the shop superintendent and become the property of Fond du Lac County at the time of replacement. The tools replaced shall be the same make and name brand. An employee must have been employed in the qualifying classification for a minimum of one (1) year (anniversary date) to be eligible for the tool allowance.

22.04 Education: Upon request and approval of the Employer, employees may attend job related educational programs at no loss in pay or cost to the employee subject to the following conditions. When applicable, the employee must furnish proof of satisfactory completion of an educational program or course before reimbursement by the County of Fond du Lac for all costs of tuition, books and other related expenses incurred in such program. Other related expenses are defined as lab fees and cost of supplies required of all course participants. Not included in the above are incurred personal expenses such as transportation expenses, meal expenses, etc.

22.05 When an employee reports an accident to the Employer, a copy of the accident report shall be given to the employee.

22.06 The Highway Commissioner, Supervisors and Highway Committee shall receive and sign a copy of the contract.

22.07 The Employer will provide prescription safety glasses to employees after the completion of six (6) months of employment. The employer will replace the lenses and frames every two (2) years should the prescription change or earlier if the glasses are damaged on the job. The cost of the eye examination or obtaining the prescription is the responsibility of the employee.

22.08 Commercial Drivers License (CDL): If an employee loses their Commercial Driver's License (CDL) he/she must notify the employer immediately. If an occupational license is not subsequently granted, the employee shall be assigned duties and tasks that would not require possession of a CDL. Such assignment of duties and tasks shall be at the sole discretion of management and only one such assignment shall be available at any one time to accommodate employees. The employee subject to such assignment shall be paid his/her normal hourly rate less \$2.50/hr. If such accommodation is not available to an employee, the employee shall be placed on layoff status not to exceed one (1) year.

ARTICLE 23. PAY POLICY

23.01 The Classification Schedule and Pay Policy is attached to this Agreement as "Exhibit A" which shall be effective for the term of this agreement. The first day of a pay period shall be the implementation date for all changes in rates of pay scheduled between the Sunday one week prior to the start of that pay period and the Saturday six days after the start of that pay period.

23.02 Employees shall be paid bi-weekly.

23.03 Any monies owed upon death of employee shall be paid to his/her heirs or estate.

23.04 The Union agrees that the County may assign lower classified employees to higher rated jobs for the purpose of the promotional training without paying such employees the higher rate therefore. The County agrees, however, that such assignment will be for purposes of promotional training and of affording any employee the opportunity of gaining experience in higher rated jobs.

23.05 Step Up Pay: An employee temporarily assigned to a higher classification shall receive the rate of the higher classification except for promotional training as provided in Section 23.04. This shall not apply to patrolmen assigned to sections, as such patrolmen are required to perform work in varying classified rate ranges as a normal part of their duties, provided, however, that patrolman shall receive the higher rate of classification within which he/she is performing work in the event that he/she is assigned thereby for extended period of time and performs work therein not normally a part of his/her duties as patrolman.

23.06 Check-in time by employees shall be rounded forward to the nearest one-quarter hour.

23.07 An employee temporarily assigned to a lower classification shall receive the rate of his/her permanent classification.

23.08 An employee demoted for cause or by the employee's request shall receive the rate of the classification

to which he/she is demoted.

23.09 Unresolved disputes arising from the promotion or demotion of an employee from a permanent classification shall be processed through the grievance procedure.

23.10 The "lead person" assigned to supervise the summer crack filling crew shall receive an additional \$.50/hr during the summer crack filling season.

ARTICLE 24. NEGOTIATIONS PROCEDURE

24.01 By August 1 of any year, the Union shall give notice of its request for changes in the Agreement or for such other requests as it may offer in negotiations in writing to the Finance, Taxation and Personnel Committee of the County Board of Supervisors.

24.02 Negotiations shall be conducted with the Union on the requests made with the Finance, Taxation and Personnel Committee of the County Board within its jurisdiction.

24.03 Any mutual agreement reached in negotiations shall be recommended to the membership by the Union and recommended to the County Board by the Finance, Taxation and Personnel Committee for approval and adoption.

24.04 The Union's annual request for reclassifications shall be made to the Highway Commissioner for review and recommendation to the Finance, Taxation and Personnel Committee prior to formal negotiations.

ARTICLE 25. ENTIRE AGREEMENT

25.01 The foregoing constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE 26. SEPARABILITY

26.01 Should any of the provisions of this Agreement be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and negotiations shall be instituted promptly to adjust any invalidated clause or portion thereof.

ARTICLE 27. NO STRIKE, NO LOCKOUT

27.01 No Strike: The Union agrees that for the duration of this Agreement, Union Officers, representatives or members will not authorize, assist or support any strike, work stoppage, slow down, interruption of work or interference with operations of the Employer. In the event of any strike, work stoppage, slow down, interruption or impeding of work, the Employer shall notify the Union thereof, and the Union shall give notice to the employees involved that they are in violation of this Agreement and should end such strike, work stoppage, walkout, interruption or impeding of work.

27.02 No Lockout: The Employer agrees that there shall be no lockout of any kind during the term of this Agreement.

ARTICLE 28. NON-DISCRIMINATION CLAUSE

28.01 The parties to this Agreement agree that they will not discriminate against any person on the basis of race, color, religious or political beliefs or affiliations, national origin, marital or parental status, pregnancy, sex, sexual orientation, age or handicapped status.

ARTICLE 29. TERMINATION CLAUSE

29.01 **THIS AGREEMENT** shall be effective as of the 1st day of January, 2007 and shall remain in full force and effect through the 31st day of December, 2008. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before the 1st day of August of any year in which the Agreement is in force that it desires to modify this Agreement.

29.02 **THIS AGREEMENT** shall remain in full force and be effective during the period of negotiations, except that in the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 17th day of March, 2009.

FOR THE UNION

[Signature]
Thomas Gallego
Dan Evans

FOR THE EMPLOYER

[Signature]
Alvin Byechel
Lucia Kreiberg

Exhibit A

FOND DU LAC COUNTY HIGHWAY DEPARTMENT
Effective 3/25/2007
3% ATB + .05/hr

	<u>Hiring</u>	<u>Step I</u> <u>6 Months</u>	<u>Step II</u> <u>18 Months</u>	<u>Step III</u> <u>30 Months</u>
Classification I	Open	Open	Open	Open
Classification II	17.50	18.03	18.53	19.05
Classification III	18.20	18.71	19.21	19.72
Classification IV	18.50	19.00	19.51	20.02
Classification V	18.90	19.43	19.94	20.44
Classification VI				21.27

Effective 12/30/2007
3% ATB + .05/hr

	<u>Hiring</u>	<u>Step I</u> <u>6 Months</u>	<u>Step II</u> <u>18 Months</u>	<u>Step III</u> <u>30 Months</u>
Classification I	Open	Open	Open	Open
Classification II	18.08	18.62	19.14	19.78
Classification III	18.80	19.32	19.84	20.36
Classification IV	19.11	19.62	20.15	20.67
Classification V	19.52	20.06	20.59	21.10
Classification VI				21.96

2007

CLASS I

Classification in this Grade

Seasonal
Students
+Watchmen

CLASS III

Becker, Steve
Behnke, Tom
Billie, Ken
Bos, James
Broderick, Russell
Deaver, Jake
Dilling, John
Ditter, Elmer
Freund, Dan
Galligan, Thomas
Geistardt, Ron
Giebel, Gerard
Guell, James
Guelzow, Steven
Hansen, William
Hofman, John
Holzmann, Michael
Kaiser, Michael J.
Koenigs, Leonard
Liptow, Terry
Mietzel, Anthony
Pickett, Brad
Pierstorff, Jon
Reilly, Steven
Rettler, Gerald
Schneider, Aaron W.
Simon, Pat
Stopplesworth, Joseph
Tabbert, Jesse
Trewin, George
Zielicke, Stan

Classification in this Grade:

Building Custodian
General Worker
Patrolmen
Truck Drivers
Back Hoe Operator
End Loader (General)
Motor Grader Operator (General)
Kettle Operator – tar/rubber (General)
Roller Operator (General)
Wing Operator
Sign Installer/Painter I
Stockroom

CLASS II

Classification in this Grade

Open

V-Plow Operator
Tractor Mower/Brush Cutter Operator

CLASS IV

Becker, Steven*
Bunkelman, Lloyd

Dilling, John*
Hansen, William*
Koenigs, Leonard*
Lawson, Gary
Pickett, Brad *
Rettler, Jerry*
Rode, Gary
Seibel, Ken
Tabbert, Jesse *
Washnieski, Ted
Zettler, John

Classification in this Grade:

Bit. Distributor Operator
Bit. Hand Finishers
Bit. Machine Finisher
End Loader Operator
Bit. Paver Operator
Bit. Roller Operators
Cat Excavator Operator
Gradall Operator
Motor Grader Operator
Sign Installer/Painter II
4 in 1 Operator
Shoulder Machine Operator
Chip Spreader Operator
Leadman Rubber Crew

CLASS V

Bertram, Jeff
Dickerson, Michael
Hoffman, James
Kounelis, Chris
Scheberl, John
Schneider, Andy
Spranger, Michael
Wagner, John E

Classification in this Grade:

Automotive Service Technician
Diesel Mechanic/Stand-by Welder
Mechanic
Sign Installer/Painter III
Welder

CLASS VI

Feldner, Don
Sabel, Joe
Seibel, Andrew

Classification in this Grade:

Foreman

* **Seasonal Positions:**

The construction seasonal positions (Class IV) shall receive the rate of pay for the entire season as determined by the Commissioner.

+ The Watchman position is a seasonal position and employees in the position are not eligible for fringe benefits. Season to start no sooner than November 1st and end no later than April 30th. In filling the positions preference will be given to former employees of the Fond du Lac Highway Department. Employees who successfully complete the season will be given preference for the subsequent season. Rate of pay is \$11.33 per hour effective 3-25-07 and \$11.72 per hour effective 12-30-07.